vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

**NOTICE OF MOTION NO.3027 OF 2003**
IN
SUIT NO.1227 OF 1997

Bharti D. Goragandhi ... Plaintiff

V/s.

Jayesh D. Goragandhi & Ors. ... Defendants

Mr.Madhusoodanan Nair for Plaintiff
Mr.P.M.A. Nair for Defendant No.1

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **MARCH 23, 2006**

**P.C.:**

. The Plaintiff by this Motion seeks a direction against the Court Receiver who has been appointed pursuant to the order dated 20.11.1998 in Notice of Motion No.1544 of 1997 in the present suit. The plaintiff has sought that the Receiver be discharged and the suit premises being ground floor space Nos.2A, 25 and 26 at Goragandhi Apartments, S.V. Road, Borivli (West), Mumbai which is in possession of the Hongkong and Shanghai Banking Corporation be handed over.

2. Defendant No.1 has no objection if the Receiver invites bids for the premises and the highest bidder is given these premises on leave and licence.

3. In my view the following order will meet the ends of justice:

(i) The Receiver will take physical possession of the suit premises viz., ground floor space Nos.2A, 25 and 26 at Goragandhi Apartments, S.V. Road, Borivli (West), Mumbai from Hongkong and Shanghai Banking Corporation within four weeks from today.

(ii) The Receiver shall invite bids from prospective lessees in respect of these premises and will induct the highest bidder into the premises, on the usual terms and conditions after obtaining leave of the Court.

(iii) The amount received as rent from the lessee shall be deposited every month with the Prothonotary and Senior Master who in turn shall invest the same with a nationalised bank initially for 3 years, to be renewed thereafter.

4. Motion is disposed of in the above terms.